

IN THE UNITED STATES
PATENT AND TRADEMARK OFFICE

Declaration and Power of Attorney

As the below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name.

I hereby claim the benefit under Title 35, United States Code, 119(e) of any United States provisional application(s) identified below:

Provisional application No. 60/395,259 filed on July 12, 2002.

I believe I am the original, first and joint inventor of the subject matter which is claimed and for which a patent is sought on the invention entitled **Process For Assessing And Developing Emotional Intelligence In Early Childhood**, the specification of which is attached hereto.

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by an amendment, if any, specifically referred to in this oath or declaration.

I acknowledge the duty to disclose all information known to me which is material to patentability as defined in Title 37, Code of Federal Regulations, 1.56.

I hereby claim foreign priority benefits under Title 35, United States Code, 119 of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed:

None

I hereby claim the benefit under Title 35, United States Code, 120 of any United States application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code, 112, I acknowledge the duty to disclose all information known to me to be material to patentability as defined in Title 37, Code of Federal Regulations, 1.56 which became available between the filing date of the prior application and the national or PCT international filing date of this application:

None

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

I hereby appoint the following attorney(s) with full power of substitution and revocation, to prosecute said application, to make alterations and amendments therein, to receive the patent, and to transact all business in the Patent and Trademark Office connected therewith:

Wendy W. Koba, Esq. (Reg. No. 30509)

Please address all written correspondence to:

**Wendy W. Koba, Esq.,
PO Box 556
Springtown, Pennsylvania 18081.**

Telephone calls should be made to Wendy W. Koba, Esq. at:

Telephone Number: **610-346-7112**

Fax Number: **610-346-8189**

Full name of 1st joint inventor: Andrea Goodman Weiner

Inventor's
signature

Andrea Goodman Weiner

Date 7/14/03

Residence: New Hope, Bucks County, Pennsylvania

Citizenship: United States of America

Post Office Address: 6742 Paxson Road
New Hope, Pennsylvania 18938

Full name of 2nd joint inventor: Judith L. Jacobson

Inventor's
signature

Judith L. Jacobson

Date 7/14/03

Residence: Gwynedd Valley, Montgomery County, Pennsylvania

Citizenship: United States of America

Post Office Address: 1406 Crestview Drive
Gwynedd Valley, Pennsylvania 19437

Full name of 3rd joint inventor: Donna Evans Strauss

Inventor's
signature

Date _____

Residence: Doylestown, Bucks County, Pennsylvania

Citizenship: United States of America

Post Office Address: 50 Radcliffe Drive
Doylestown, Pennsylvania 18901

Full name of 4th joint inventor: Lisa Pretecrum

Inventor's
signature _____ Date _____

Residence: Doylestown, Bucks County, Pennsylvania

Citizenship: United States of America

Post Office Address: 272 West Court Street
Doylestown, Pennsylvania 18901

Full name of 5th joint inventor: Tammy Russeck

Inventor's
signature Tammy Russeck Date 7/14/03

Residence: Doylestown, Bucks County, Pennsylvania

Citizenship: United States of America

Post Office Address: 6065 Hidden Valley Drive
Doylestown, Pennsylvania 18901

**AGREEMENT FOR THE
ASSIGNMENT OF PATENT RIGHTS**

THIS AGREEMENT is made this 2 day of May 2003 to be effective as of May 1, 2003 (the "Effective Date"):

WHEREAS, Donna Evans Strauss ("Donna") has applied for United States Patents (Application Number 60/373,443 filed on April 18, 2002 and Application Number 60/395,259 filed on July 12, 2002) as co-inventor of a device generally referred to as "Play Cube to Aid in Recognizing and Developing Various Emotional States," and a process generally referred to as "Process for Assessing and Developing Emotional Intelligence in Early Childhood" (hereinafter "Patents"); and

WHEREAS, EDUCCOMM, LLC (hereinafter "EDUCCOMM") wishes to acquire all of Donna's rights, title, and interest in the Patents for the consideration set forth herein; and

WHEREAS, Donna has agreed to assign all of her rights, title, and interests in the Patents to EDUCCOMM upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing mutual representations and promises, the obligations contained herein, and intending to be legally bound hereby, Donna and EDUCCOMM agree as follows:

1. Assignment by Donna to EDUCCOMM: Contemporaneously with the execution of this Agreement, Donna shall execute the Assignment attached hereto, transferring and assigning all of her rights, title, and interests in the Patents to EDUCCOMM.

2. Representations by Donna: Donna represents and warrants that her rights, title, and interest in the Patents:

- (a) have not been assigned, in whole or in part, to any other person or entity, and
- (b) have not been encumbered in any manner.

3. Indemnification and hold harmless by Donna: Donna will hold harmless, indemnify, and defend EDUCCOMM (or reimburse EDUCCOMM for the costs of defense) against any and all claims, causes of action of any nature, whether meritorious or not, related in any way to her representations set forth in 2(a) and 2(b) above.

4. Obligations of EDUCCOMM: In exchange for the assignment by Donna of her rights, title, and interests in the Patents, EDUCCOMM agrees as follows:

- (a) Consideration: EDUCCOMM and Donna have executed a *Termination, Membership Interest Redemption and Release Agreement* (the "Termination Agreement")

contemporaneously with the execution of this Agreement, the terms of which provide for certain payments to Donna upon certain conditions and contingencies as set forth therein (for which EDUCCOMM otherwise has no obligation).

(b) Indemnification and hold harmless: EDUCCOMM covenants and agrees that it shall defend, indemnify, and hold Donna harmless from and against any and all claims, causes of action of any nature, whether meritorious or not, related in any way to the Patents, including but not limited to:

(1) Claims of infringement, threatened infringement and/or any other claims relating to the Patents.

(2) Claims arising out of or related to any solicitation or borrowing of any funds by any person or entity from any person or entity or any personal obligation related directly or indirectly to the Patents. EDUCCOMM represents and warrants that Donna has not participated in the procurement of funds, the use or disposition of funds, or sale of the Patent or any variation thereof or product or devices derivative therefrom ("Activities related to the Patents") and does not owe any accounting, contribution, debt, or other obligation to EDUCCOMM, or any other person or entity in connection with Activities related to the Patents. EDUCCOMM shall defend Donna from and against any claims from any person or entity, arising out of or related to Activities related to the Patents, of Patents related debt, procurement, or use of funds. If not defended by EDUCCOMM, Donna shall have the right to retain counsel for which EDUCCOMM agrees to indemnify and pay Donna, or on Donna's behalf, all costs and expenses incurred in defense of any such claims asserted against her. Donna shall notify EDUCCOMM of any Patents related action against her within five business days of such action. Such notification shall be forwarded to:

EDUCCOMM, LLC
6742 Paxson Rd
New Hope, PA 18938

(3) EDUCCOMM will defend, indemnify, and hold Donna harmless from and against any claims for property damage or personal injury arising out of or related to the Patents. If not defended by EDUCCOMM, Donna shall have the right to retain counsel for which EDUCCOMM agrees to indemnify and pay Donna, or on Donna's behalf, all costs and expenses incurred in defense of Patents related claims asserted against her.

(4) EDUCCOMM shall also defend, indemnify, and hold Donna harmless with respect to any uses, development, abuse, or modification to the Patents, including third party claims for personal injury or property damage related to the Patents. It is expressly understood and agreed that Donna has made no representations as to the safety, longevity, or viability of the Patents or any device created therefrom.

(5) EDUCCOMM, and the other co-inventors of the Patents (the "Releasers") also agree to release Donna from Patents related claims as set forth in the attached Release executed by the Releasers.

(c) Covenant Not To Sue: Contemporaneously with this Agreement, Donna is executing the Covenant Not To Sue EDUCCOMM. The Covenant Not To Sue, attached hereto and included by reference, to be effective upon the execution of this Agreement, does not release EDUCCOMM from its indemnification and hold harmless obligations to Donna, as detailed in paragraphs 4(b), and 4(b)(1) through 4(b)(4) of this Agreement.

5. Survival of Representations and Warranties by EDUCCOMM and Donna: The representations, warranties, and obligations of EDUCCOMM and Donna shall survive settlement of this Agreement.

6. Entire Agreement: This Agreement contains the entire and only understanding between the parties with respect to the subject matter hereof and shall be binding upon the successors, assigns, heirs, and representatives of the parties. In the event that two or more counterparts of this Agreement are executed, all such counterparts shall collectively constitute the same instrument. This Agreement may be signed by telefax, with such telefax signatures considered as original signatures.

7. Modification: This Agreement may not be modified or terminated, in whole or in part, except by mutual, written and properly executed agreement of the parties.

8. Severability: If any provision contained in this Agreement is held to be invalid or unenforceable, this Agreement shall be construed as if the provision does not exist. The invalidity or unenforceability of such provision shall not be held to render any other provision of this Agreement unenforceable or invalid and all other provisions shall remain valid and enforceable as if the invalid or unenforceable provision had never been made a part hereof.

9. Controlling law: This Agreement shall be construed, interpreted, and applied in accordance with the laws of the Commonwealth of Pennsylvania.

10. Power of Attorney: Donna authorizes any Member of EDUCCOMM to execute on her behalf any additional documents appropriate or necessary to effectuate the assignments herein, and/or the filing and recording thereof in the U.S. Patent Office or any other necessary jurisdictions.

11. Joinder: By their execution of, and joinder to, this Assignment, all other co-inventors of the Patents agree to the aforesaid assignment of Donna's rights in the Patents to EDUCCOMM.

SIGNATURES IMMEDIATELY FOLLOW

RELEASE

KNOW ALL MEN BY THESE PRESENTS, that EDUCCOMM, LLC, for and in consideration of the sum of one dollar, to it in hand paid by Donna Evans Strauss ("Donna"), at and before the sealing and delivery hereof, the receipt and sufficiency whereof it does hereby acknowledge, as for diverse other good causes and valuable considerations, releases by these presents, for itself, its licensees, successors and assigns, the said Donna, her heirs, executors, and administrators, and every one of them, of and from all, and all manner of action and actions, cause and causes of action and actions, suits, debts, sum and sums of money, accounts, reckonings, bonds, bills, covenants, contracts, agreements, promises, damages, judgments, claims and demands, in relation to all efforts leading to, and the future award of, United States Patents (Application Number 60/373,443 filed on April 18, 2002 and Application Number 60/395,259 filed on July 12, 2002) as co-inventor of a device generally referred to as "Play Cube to Aid in Recognizing and Developing Various Emotional States," and a process generally referred to as "Process for Assessing and Developing Emotional Intelligence in Early Childhood" (hereinafter "Patents"), whatsoever in law or equity, or otherwise howsoever, which against said Donna, it ever had, now has, or which it, its licensees, successors and assigns, hereafter can, shall, or may have, for, upon or by any reason of any matter cause, or thing whatsoever, from the beginning of the world to the day of the date of these presents.

IN WITNESS WHEREOF, intending to be legally bound, we have hereunto set our hands and seals, this 8th day of May, 2003.

EDUCCOMM, LLC

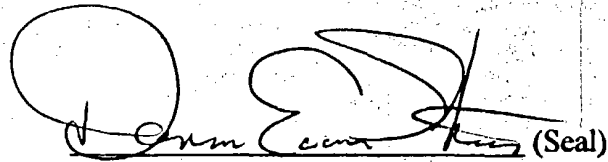
By: Andrea Goodman Weiner (SEAL)
Andrea Goodman Weiner, President and CEO

COVENANT NOT TO SUE

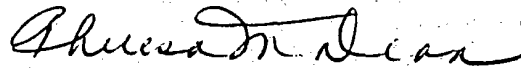
KNOW ALL MEN BY THESE PRESENTS, that I, Donna Evans Strauss (hereinafter "Donna"), as well for and in consideration of the sum of one dollar, to me in hand paid by EDUCCOMM, LLC, Andrea Goodman Weiner, Judith Jacobson and Tammy Russeck (hereinafter the "Releasees") at and before the sealing and delivery hereof, the receipt and sufficiency whereof I do hereby acknowledge, as for diverse other good causes and valuable considerations, agree for myself, my heirs, executors, administrators, assignees, and successors in interest, not to initiate, commence, or cause to commence any litigation or similar legal action against the said Releasees, their heirs, executors, and administrators, assignees, and successors in interest, and every one of them, in relation to all efforts leading to, and the future award of, United States Patents (Application Number 60/373,443 filed on April 18, 2002 and Application Number 60/395,259 filed on July 12, 2002) as co-inventor of a device generally referred to as "Play Cube to Aid in Recognizing and Developing Various Emotional States," and a process generally referred to as "Process for Assessing and Developing Emotional Intelligence in Early Childhood" (hereinafter "Patents").

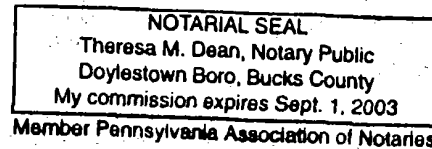
Donna, however, retains all rights against the Releasees, including joinder and indemnification, in the event Donna is sued or a demand is made by any third party for any actions or issues arising from the use, marketing, or development of the Patents, unless Releasees defend Donna in accordance with the terms of the Agreement, except when such legal action or demand is the result of his breach of any warranties or covenants in the Agreement.

IN WITNESS WHEREOF, intending to be legally bound, I have hereunto set my hand and seal, this 13 day of May, 2003.

 (Seal)
Donna Evans Strauss

Signed, sealed and delivered in presence of:





IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Assignment as of the Effective Date.

Assignor:

Donna Evans Strauss (SEAL)

All other co-inventors:

Andrea Goodman Weiner (SEAL)
Andrea Goodman Weiner

Assignee:
EDUCCOMM, LLC

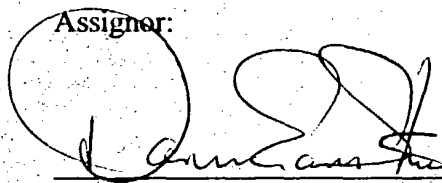
By: Andrea Goodman Weiner (SEAL)
Andrea Goodman Weiner, President and CEO

Judith Jacobson (SEAL)
Judith Jacobson

Tammy Russeck (SEAL)
Tammy Russeck

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Assignment as of the Effective Date.

Assignor:

 (SEAL)
Donna Evans Strauss

Assignee:

EDUCCOMM, LLC

By: _____ (SEAL)

Andrea Goodman Weiner, President and CEO

All other co-inventors:

Andrea Goodman Weiner (SEAL)

Judith Jacobson (SEAL)

Tammy Russeck (SEAL)

TERMINATION, MEMBERSHIP INTEREST REDEMPTION AND RELEASE AGREEMENT

THIS AGREEMENT is made this 2nd day of May, 2003 to be effective as of May 1, 2003 (the "Effective Date") by and between **EDUCCOMM, LLC** ("EDUCCOMM"), Andrea Goodman Weiner, Judith Jacobson, Tammy Russeck (the latter three herein referred to collectively as the "Remaining Members"), and **DONNA EVANS STRAUSS** ("Donna").

BACKGROUND

A. EDUCCOMM was organized as a Pennsylvania limited liability company on or about June 18, 2001;

B. Each of the Remaining Members and Donna currently own all of the outstanding Membership Interests of EDUCCOMM, with each having a 25% Membership Interest;

C. Donna desires to resign and withdraw as a Member of EDUCCOMM and terminate all other contractual relationships between Donna on the one part, and EDUCCOMM and the three Remaining Members of EDUCCOMM on the other part, and EDUCCOMM and the Remaining Members have agreed to accept such resignation, withdrawal and terminations upon the terms and conditions set forth below.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Termination of Relationship between Strauss and Educcomm. As of the Effective Date, EDUCCOMM and Donna hereby terminate all of Donna's rights in and to EDUCCOMM, including, without limitation, any and all rights, duties or obligations as a Member, an officer or employee, or otherwise imposed thereby or arising thereunder, except as otherwise provided herein.

2. Redemption of Membership Interest. Donna agrees to irrevocably transfer to EDUCCOMM, and EDUCCOMM agrees to accept from Donna, effective as of the Effective Date, Donna's 25% EDUCCOMM Membership Interest, being all Membership Interests and any other interest of EDUCCOMM owned by Donna, in exchange for the sum of \$10,000.00, payable within fifteen (15) days from the last to occur of the following: (a) Donna's execution and Educcomm's receipt (via fax or otherwise) of the assignments of all patents; and (b) Donna's assigning, or causing the assignment, to Educcomm of the "Educcomm.com" domain name/web hosting service, "Emotionally Smart Beginnings" and "Emotionally Smart" domain names. Failure by Educcomm to deliver the payment referenced herein within fifteen (15) days of the last to occur of the aforesaid, voids this Agreement.

3. Agreement for the Assignment of Patent Rights. Contemporaneously with the execution of this Agreement, and as a condition of Educcomm's execution of this Agreement, Donna

has executed an Agreement for the Assignment of Patent Rights under which Donna has agreed to irrevocably assign to EDUCCOMM her rights to two patent applications. As additional consideration for Donna's said assignment of patent rights, and in recognition of her efforts on behalf of EDUCCOMM, EDUCCOMM and the Remaining Members agree that Donna shall be entitled to certain contingent future compensation as follows:

(a) If, within five years next following the Effective Date hereof (the "Term"), the Remaining Members receive cash as the result of either the sale of their Membership Interests in EDUCCOMM to a third party, or EDUCCOMM selling substantially all its assets to a third party, Donna shall be entitled to receive an amount of money (the "Kicker") equal to a percentage of and from the total cash received by the Remaining Members, collectively, such percentage being:

- (i) Six percent (6%), if the Remaining Members Receive cash in the first year after the Effective Date;
- (ii) Five percent (5%), if the Remaining Members Receive cash in the second year after the Effective Date;
- (iii) Four percent (4%), if the Remaining Members Receive cash in the third year after the Effective Date;
- (iv) Three percent (3%), if the Remaining Members Receive cash in the fourth year after the Effective Date; or
- (v) Two percent (2%), if the Remaining Members Receive cash in the fifth year after the Effective Date.

(b) For illustration purposes, below are examples of Donna's contingent future compensation:

- (i) If the Remaining Members each receive \$250,000 – a total of \$750,000 – in the first year of the Term for selling their Membership Interests to a third party, Donna will receive a Kicker of \$45,000, and the Remaining Members each receive \$235,000 (assuming same equal ownership).
- (ii) If the Remaining Members have unequal shares and sell all of them in the third year of the Term, and receive a total of \$3,000,000; Donna will receive a Kicker of \$120,000, and the total to the Remaining Members would be \$2,880,000;
- (iii) If Educcomm sells all its assets and the cash distributions to the Remaining Members total \$8,000,000 in the fourth year of the Term, Donna receives a Kicker of \$240,000 and the total to the Remaining Members would be \$7,760,000; or
- (iv) If the Remaining Members receive \$2,000,000 for either selling their shares or EDUCCOMM selling substantially all its assets in the sixth or later years after the Effective Date, Donna will not be entitled to any Kicker since the Term has expired.

(c) Notwithstanding the aforesaid, Donna will not be entitled to any such Kicker (i) if a third party provides funds to EDUCCOMM through whatever means (as an investor, Member or Manager, through equity, debt, a combination thereof, joint venture, etc.) and the Remaining Members maintain their Membership Interests or reduced Membership Interests;

or (ii) to the extent the Remaining Members receive funds which are contingent upon their future rendering of services to EDUCCOMM, or its successors.

4. Confidentiality and Nondisclosure; Relinquishment of Rights to Intellectual Property and Confidential Information. Donna agrees not to disclose or make accessible to anyone, use, or retain in writing or any other medium, without the express written authorization of EDUCCOMM, any Confidential Information of EDUCCOMM. Donna hereby acknowledges that the Confidential Information is the property of EDUCCOMM and that she shall not duplicate or make use of any such Confidential Information for any purpose. Within 30 days after the execution of this Agreement, Donna agrees to return to Educcomm all Confidential Information of Educcomm in her possession. For purposes of the foregoing, "Confidential Information" shall mean the terms and conditions of this Agreement and all other agreements between EDUCCOMM and Donna, and/or the other Members, all types of proprietary data and intellectual property (trademarks, copyrights and patents) that have been or will be developed by any of the parties hereto in pursuit of the teaching methods and toys developed to implement the Emotional Intelligence business of Educcomm, trade secrets and confidential information of EDUCCOMM which are not legitimately in the public domain, including, but not limited to, all products, services, pricing or business strategies, compensation or financial information, charge data, price lists, contract forms and other books, records or files relating to EDUCCOMM's business.

5. Mutual Releases.

5.1 Donna does hereby irrevocably remise, release, waive, and forever discharge EDUCCOMM, the Remaining Members, officers, directors, employees, agents, and attorneys and each and all of their successors and assigns (collectively, the "EDUCCOMM Affiliates") from all, and all manner of, actions and causes of action, suits, claims and demands whatsoever in law or in equity which Donna ever had, now has, or which she hereafter can, shall or may have against EDUCCOMM or the EDUCCOMM Affiliates for, by reason of, arising in connection with, or in any way related to Donna's Membership Interest in EDUCCOMM, the execution, delivery, performance or termination of her activities on behalf of EDUCCOMM, and any other agreement or obligation arising under any other purported Agreement, other than performance under this Agreement, and any other Agreement executed contemporaneously with this Agreement.

5.2 EDUCCOMM and the Remaining Members do hereby irrevocably remise, release, waive, and forever discharge Donna, and all of her heirs, executors, administrators and assigns and each and all of their successors and assigns (collectively, the "Donna Affiliates") from all, and all manner of, actions and causes of action, suits, claims, and demands whatsoever in law or in equity which EDUCCOMM or the EDUCCOMM Affiliates ever had, now have, or which they hereafter can, shall or may have against Donna or the Donna Affiliates for, by reason of, arising in connection with, or in any way related to Donna's Membership Interest in EDUCCOMM, the execution, delivery, performance or termination of her activities on behalf of EDUCCOMM, and any other agreement or obligation arising under any other purported Agreement, other than performance under this Agreement and any other Agreement executed contemporaneously with this Agreement.

6. MISCELLANEOUS

6.1 Entire Agreement. Except as otherwise specifically provided for herein, this Agreement sets forth the entire, only and complete agreement and understanding of the parties hereto relating to the subject matter hereof. This Agreement supersedes all prior agreements, oral or written, relating to the subject matter hereof. In the event that two or more counterparts of this Agreement are executed, all such counterparts shall collectively constitute the same instrument. This Agreement may be signed by telefax, with such telefax signatures considered as original signatures.

6.2 Modification. This Agreement may be amended, modified, superseded, canceled, and the terms hereof may be waived only by a written instrument executed by the parties hereto.

6.3 Binding Nature of Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their heirs, personal representatives, successors and assigns.

6.4 Governing Law. This Agreement and all acts and transactions contemplated hereunder shall be governed, construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, without regard to principles of conflict of laws.

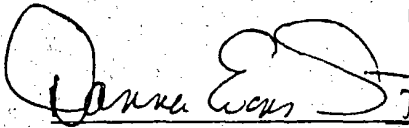
6.5 Further Assurances. Each party hereto shall cooperate and take such action as may be reasonably requested by the other party in order to carry out the terms and purposes of this Agreement and the other transactions contemplated herein.

6.6 Enforcement & Attorneys Fees. In the event any party institutes an action for the enforcement of this Agreement or for damages pursuant hereto, the prevailing party or parties shall be entitled to her or its attorneys' fees, expenses and costs from the non-prevailing party, and the amount of such fees, expenses and costs may be added to and charged as costs in the matter.

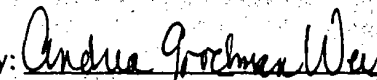
7. LIMITATION OF DAMAGES. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT WILL EITHER EDUCCOMM OR ANY OF THE REMAINING MEMBERS BE LIABLE UNDER THIS AGREEMENT FOR ANY PUNITIVE OR CONSEQUENTIAL DAMAGES, SUCH LIABILITY BEING LIMITED SOLELY TO SUMS DUE DONNA AS DELINEATED HEREIN (SUBJECT TO SECTION 6.6 ABOVE); NOR, SUBJECT TO SECTION 6.6 ABOVE, SHALL DONNA BE LIABLE FOR ANY PUNITIVE OR CONSEQUENTIAL DAMAGES TO ANY OTHER PARTY.

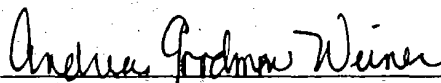
SIGNATURES IMMEDIATELY FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the date first written above.

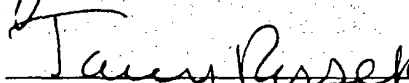
 (SEAL)
Donna Evans Strauss

EDUCCOMM, LLC

By:  (SEAL)
Andrea Goodman Weiner, President and CEO

 (SEAL)
Andrea Goodman Weiner

 (SEAL)
Judith Jacobson

 (SEAL)
Tammy Russeck

TERMINATION, MEMBERSHIP INTEREST REDEMPTION AND RELEASE AGREEMENT

THIS AGREEMENT is made this 17 day of Jan, 200~~2~~³ to be effective as of August 31, 2002 (the "Effective Date") by and between EDUCCOMM, LLC ("EDUCCOMM") and LISA PRETECRUM ("Lisa").

BACKGROUND

A. Andrea Goodman Weiner, Judith Jacobson, Donna Evans Strauss, Tammy Russeck and Lisa (individually a "Founder" and collectively the "Founders") organized EDUCCOMM, a Pennsylvania limited liability company, on or about June 18, 2001, whereby LISA (and each of the other Founders) acquired a 20% Membership interest in EDUCCOMM for a commitment to contribute \$10,000 capital, and her full working time and efforts to EDUCCOMM'S business;

B. Lisa is leaving the area and no longer desires to be a member of EDUCCOMM;

C. Lisa desires to resign and withdraw as a Member of EDUCCOMM and terminate all other contractual relationships between Lisa on the one part, and EDUCCOMM and the other Founders (who are all of the Members of EDUCCOMM), on the other part, and EDUCCOMM and the other Members have agreed to accept such resignation, withdrawal and terminations upon the terms and conditions set forth below.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **Termination of the Employment Agreement.** EDUCCOMM and Lisa hereby terminate on the Effective Date all of Lisa's rights in and to EDUCCOMM, including, without limitation, any and all rights, duties or obligations as a Member, or otherwise imposed thereby or arising thereunder, except as otherwise provided herein.

2. **Redemption of Membership Interest.** Lisa agrees to irrevocably transfer to EDUCCOMM, and EDUCCOMM agrees to accept from Lisa, effective as of the Effective Date, Lisa's 20% EDUCCOMM Membership Interest, being all interests of EDUCCOMM owned by Lisa, for the return of Lisa's capital contribution, which return is conditioned and contingent upon the terms set forth below.

3. **Return of Capital.** EDUCCOMM agrees to return to Lisa her \$10,000 capital contribution at the same time (pro rata) as the remaining Member's capital contributions are returned to them. It is anticipated that no capital contributions will be returned to any former or then current Members until after EDUCCOMM begins selling its products. All special capital contributions of EDUCCOMM Members in excess of the other Member's (or former Member's)

capital contributions will have priority in repayment before the other Members' (and Lisa's) equal capital contributions. Lisa understands that there is a possibility that neither she, nor the remaining Members may ever receive the return of their capital contributions (or the full amounts thereof), but her Membership Interest is transferred to EDUCCOMM as of the Effective Date, nonetheless.

4. Confidentiality and Nondisclosure. Lisa agrees not to disclose or make accessible to anyone, use, or retain in writing or any other medium, without the express written authorization of EDUCCOMM, any Confidential Information of EDUCCOMM. Lisa hereby acknowledges that the Confidential Information is the property of EDUCCOMM and that she shall not duplicate or make use of any such Confidential Information for any purpose. "Confidential Information" shall mean the terms and conditions of this Agreement and all other agreements between EDUCCOMM and Lisa, and/or the other Members, all types of proprietary data, intellectual property (trademarks, copyrights and patents), trade secrets and confidential information of EDUCCOMM which are not legitimately in the public domain, including, but not limited to, all products, services, pricing or business strategies, compensation or financial information, charge data, price lists, contract forms and other books, records or files relating to EDUCCOMM's business.

5. Mutual Release.

5.1 Lisa does hereby irrevocably remise, release, waive, and forever discharge EDUCCOMM, and all of its Members, officers, directors, employees, agents, and attorneys and each and all of their successors and assigns (collectively, the "EDUCCOMM Affiliates") from all, and all manner of, actions and causes of action, suits, claims and demands whatsoever in law or in equity which Lisa ever had, now has, or which she hereafter can, shall or may have against EDUCCOMM or the EDUCCOMM Affiliates for, by reason of, arising in connection with, or in any way related to Lisa's Membership Interest in EDUCCOMM, the execution, delivery, performance or termination of her activities on behalf of EDUCCOMM, and any other agreement or obligation arising under any other purported Agreement, other than performance under this Agreement, and any other Agreement executed contemporaneously with this Agreement.

5.2 EDUCCOMM does hereby irrevocably remise, release, waive, and forever discharge Lisa, and all of her heirs, executors, administrators and assigns and each and all of their successors and assigns (collectively, the "Lisa Affiliates") from all, and all manner of, actions and causes of action, suits, claims, and demands whatsoever in law or in equity which EDUCCOMM or the EDUCCOMM Affiliates ever had, now have, or which they hereafter can, shall or may have against Lisa or the Lisa Affiliates for, by reason of, arising in connection with, or in any way related to Lisa's Membership Interest in EDUCCOMM, the execution, delivery, performance or termination of her activities on behalf of EDUCCOMM, and any other agreement or obligation arising under any other purported Agreement, other

than performance under this Agreement and any other Agreement executed contemporaneously with this Agreement.

6. MISCELLANEOUS

6.1 Entire Agreement. Except as otherwise specifically provided for herein, this Agreement sets forth the entire, only and complete agreement and understanding of the parties hereto relating to the subject matter hereof. This Agreement supersedes all prior agreements, oral or written, relating to the subject matter hereof. In the event that two or more counterparts of this Agreement are executed, all such counterparts shall collectively constitute the same instrument. This Agreement may be signed by telefax, with such telefax signatures considered as original signatures.

6.2 Modification. This Agreement may be amended, modified, superseded, canceled, and the terms hereof may be waived only by a written instrument executed by both parties hereto.

6.3 Binding Nature of Agreement. This Agreement shall be binding upon and inure to the benefit of EDUCCOMM, its successors and assigns and shall be binding upon Lisa and her heirs, legal representatives, successors and assigns.


6.4 Governing Law. This Agreement and all acts and transactions contemplated hereunder shall be governed, construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, without regard to principles of conflict of laws.

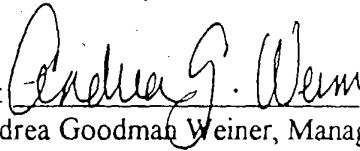
6.5 Further Assurances. Each party hereto shall cooperate and take such action as may be reasonably requested by the other party in order to carry out the terms and purposes of this Agreement and the other transactions contemplated herein.

SIGNATURE PAGE FOLLOWS

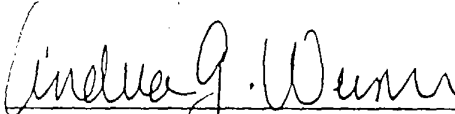
IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the date first written above.

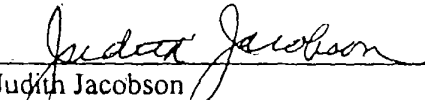
EDUCCOMM, LLC

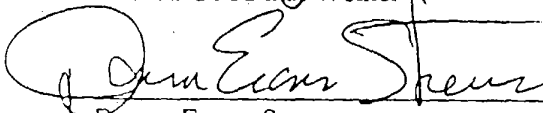
 (SEAL)
Lisa Pretectrum

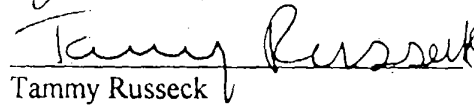
By:  (SEAL)
Andrea Goodman Weiner, Managing Director

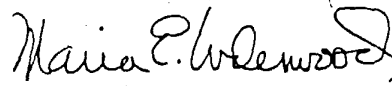
All other Members agree to the Withdrawal of Lisa Pretectrum as a Member:

 (SEAL)
Andrea Goodman Weiner

 (SEAL)
Judith Jacobson

 (SEAL)
Donna Evans Strauss

 (SEAL)
Tammy Russeck

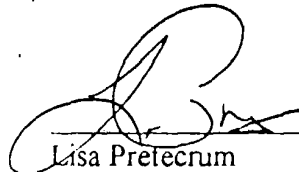
 Notarizing
FOR LISA Pretectrum
MARIA E. UNDERWOOD
Notary Public, State of New York
No. 01CE5081389
Qualified in Westchester County
Commission Expires June 10, 2016

COVENANT NOT TO SUE

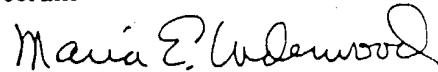
KNOW ALL MEN BY THESE PRESENTS, that I, Lisa Pretecrum (hereinafter "Lisa"), as well for and in consideration of the sum of one dollar, to me in hand paid by EDUCCOMM, LLC, Andrea Goodman Weiner, Judith Jacobson, Donna Evans Strauss and Tammy Russeck (hereinafter the "Releasees") at and before the sealing and delivery hereof, the receipt and sufficiency whereof I do hereby acknowledge, as for diverse other good causes and valuable considerations, agree for myself, my heirs, executors, administrators, assignees, and successors in interest, not to initiate, commence, or cause to commence any litigation or similar legal action against the said Releasees, their heirs, executors, and administrators, assignees, and successors in interest, and every one of them, in relation to all efforts leading to, and the future award of, United States Patents (Application Number 60/373,443 filed on April 18, 2002 and Application Number 60/395,259 filed on July 12, 2002) as co-inventor of a device generally referred to as "Play Cube to Aid in Recognizing and Developing Various Emotional States," and a process generally referred to as "Process for Assessing and Developing Emotional Intelligence in Early Childhood" (hereinafter "Patents").

Lisa, however, retains all rights against the Releasees, including joinder and indemnification, in the event Lisa is sued or a demand is made by any third party for any actions or issues arising from the use, marketing, or development of the Patents, unless Releasees defend Lisa in accordance with the terms of the Agreement, except when such legal action or demand is the result of his breach of any warranties or covenants in the Agreement.

IN WITNESS WHEREOF, intending to be legally bound, I have hereunto set my hand and seal, this 17 day of Jan., 20073

 (Seal)
Lisa Pretecrum

Signed, sealed and delivered in presence of:


MARIA E. UNDERWOOD
Notary Public, State of New York
No. 01CE5081389
Qualified in Westchester County
Commission Expires June 10, 2008

RELEASE

KNOW ALL MEN BY THESE PRESENTS, that EDUCCOMM, LLC, for and in consideration of the sum of one dollar, to it in hand paid by Lisa Pretectrum ("Lisa"), at and before the sealing and delivery hereof, the receipt and sufficiency whereof it does hereby acknowledge, as for diverse other good causes and valuable considerations, releases by these presents, for itself, its licensees, successors and assigns, the said Lisa, her heirs, executors, and administrators, and every one of them, of and from all, and all manner of action and actions, cause and causes of action and actions, suits, debts, sum and sums of money, accounts, reckonings, bonds, bills, covenants, contracts, agreements, promises, damages, judgments, claims and demands, in relation to all efforts leading to, and the future award of, United States Patents (Application Number 60/373,443 filed on April 18, 2002 and Application Number 60/395,259 filed on July 12, 2002) as co-inventor of a device generally referred to as "Play Cube to Aid in Recognizing and Developing Various Emotional States," and a process generally referred to as "Process for Assessing and Developing Emotional Intelligence in Early Childhood" (hereinafter "Patents"), whatsoever in law or equity, or otherwise howsoever, which against said Lisa, it ever had, now has, or which it, its licensees, successors and assigns, hereafter can, shall, or may have, for, upon or by any reason of any matter cause, or thing whatsoever, from the beginning of the world to the day of the date of these presents.

IN WITNESS WHEREOF, intending to be legally bound, we have hereunto set our hands and seals, this 17th day of Jan, 2003.

EDUCCOMM, LLC

by: Andrea G. Weiner (SEAL)
Andrea Goodman Weiner, Managing Director

Donna Evans Strauss (SEAL)
Donna Evans Strauss, Managing Director

**AGREEMENT FOR THE
ASSIGNMENT OF PATENT RIGHTS**

THIS AGREEMENT is made this 12 day of July, 2007 to be effective as of August 31, 2002 (the "Effective Date"):

WHEREAS, Lisa Pretectrum ("Lisa") has applied for United States Patents (Application Number 60/373,443 filed on April 18, 2002 and Application Number 60/395,259 filed on July 12, 2002) as co-inventor of a device generally referred to as "Play Cube to Aid in Recognizing and Developing Various Emotional States," and a process generally referred to as "Process for Assessing and Developing Emotional Intelligence in Early Childhood" (hereinafter "Patents"); and

WHEREAS, EDUCCOMM, LLC (hereinafter "EDUCCOMM") wishes to acquire all of Lisa's rights, title, and interest in the Patents for the consideration set forth herein; and

WHEREAS, Lisa has agreed to assign all of her rights, title, and interests in the Patents to EDUCCOMM upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing mutual representations and promises, the obligations contained herein, and intending to be legally bound hereby, Lisa and EDUCCOMM agree as follows:

1. Assignment by Lisa to EDUCCOMM: Contemporaneously with the execution of this Agreement, Lisa shall execute the Assignment attached hereto, transferring and assigning all of her rights, title, and interests in the Patents to EDUCCOMM.

2. Representations by Lisa: Lisa represents and warrants that her rights, title, and interest in the Patents:

- (a) have not been assigned, in whole or in part, to any other person or entity, and
- (b) have not been encumbered in any manner.

3. Indemnification and hold harmless by Lisa: Lisa will hold harmless, indemnify, and defend EDUCCOMM (or reimburse EDUCCOMM for the costs of defense) against any and all claims, causes of action of any nature, whether meritorious or not, related in any way to her representations set forth in 2(a) and 2(b) above.

4. Obligations of EDUCCOMM: In exchange for the assignment by Lisa of her rights, title, and interests in the Patents, EDUCCOMM agrees as follows:

- (a) Consideration: EDUCCOMM and Lisa have executed a *Termination, Membership Interest Redemption and Release Agreement* (the "Termination Agreement")

contemporaneously with the execution of this Agreement, the terms of which require EDUCCOMM to refund to Lisa her capital contribution upon certain conditions and contingencies as set forth therein (for which EDUCCOMM otherwise has no obligation).

(b) Indemnification and hold harmless: EDUCCOMM covenants and agrees that it shall defend, indemnify, and hold Lisa harmless from and against any and all claims, causes of action of any nature, whether meritorious or not, related in any way to the Patents, including but not limited to:

(1) Claims of infringement, threatened infringement and/or any other claims relating to the Patents.

(2) Claims arising out of or related to any solicitation or borrowing of any funds by any person or entity from any person or entity or any personal obligation related directly or indirectly to the Patents. EDUCCOMM represents and warrants that Lisa has not participated in the procurement of funds, the use or disposition of funds, or sale of the Patent or any variation thereof or product or devices derivative therefrom ("Activities related to the Patents") and does not owe any accounting, contribution, debt, or other obligation to EDUCCOMM, or any other person or entity in connection with Activities related to the Patents. EDUCCOMM shall defend Lisa from and against any claims from any person or entity, arising out of or related to Activities related to the Patents, of Patents related debt, procurement, or use of funds. If not defended by EDUCCOMM, Lisa shall have the right to retain counsel for which EDUCCOMM agrees to indemnify and pay Lisa, or on Lisa's behalf, all costs and expenses incurred in defense of any such claims asserted against her. Lisa shall notify EDUCCOMM of any Patents related action against her within five business days of such action. Such notification shall be forwarded to:

EDUCCOMM, LLC
6742 Paxson Rd
New Hope, PA 18938

(3) EDUCCOMM will defend, indemnify, and hold Lisa harmless from and against any claims for property damage or personal injury arising out of or related to the Patents. If not defended by EDUCCOMM, Lisa shall have the right to retain counsel for which EDUCCOMM agrees to indemnify and pay Lisa, or on Lisa's behalf, all costs and expenses incurred in defense of Patents related claims asserted against her.

(4) EDUCCOMM shall also defend, indemnify, and hold Lisa harmless with respect to any uses, development, abuse, or modification to the Patents, including third party claims for personal injury or property damage related to the Patents. It is expressly understood and agreed that Lisa has made no representations as to the safety, longevity, or viability of the Patents or any device created therefrom.

(5) EDUCCOMM, and the other co-inventors of the Patents (the "Releasors") also agree to release Lisa from Patents related claims as set forth in the attached Release executed by the Releasors.

(c) Covenant Not To Sue: Contemporaneously with this Agreement, Lisa is executing the Covenant Not To Sue EDUCCOMM. The Covenant Not To Sue, attached hereto and included by reference, to be effective upon the execution of this Agreement, does not release EDUCCOMM from its indemnification and hold harmless obligations to Lisa, as detailed in paragraphs 4(b), and 4(b)(1) through 4(b)(4) of this Agreement.

5. Survival of Representations and Warranties by EDUCCOMM and Lisa: The representations, warranties, and obligations of EDUCCOMM and Lisa shall survive settlement of this Agreement.

6. Entire Agreement: This Agreement contains the entire and only understanding between the parties with respect to the subject matter hereof and shall be binding upon the successors, assigns, heirs, and representatives of the parties. In the event that two or more counterparts of this Agreement are executed, all such counterparts shall collectively constitute the same instrument. This Agreement may be signed by telefax, with such telefax signatures considered as original signatures.

7. Modification: This Agreement may not be modified or terminated, in whole or in part, except by mutual, written and properly executed agreement of the parties.


8. Severability: If any provision contained in this Agreement is held to be invalid or unenforceable, this Agreement shall be construed as if the provision does not exist. The invalidity or unenforceability of such provision shall not be held to render any other provision of this Agreement unenforceable or invalid and all other provisions shall remain valid and enforceable as if the invalid or unenforceable provision had never been made a part hereof.

9. Controlling law: This Agreement shall be construed, interpreted, and applied in accordance with the laws of the Commonwealth of Pennsylvania.

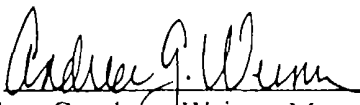
10. Joinder: By their execution of, and joinder to, this Assignment, all other co-inventors of the Patents agree to the aforesaid assignment of Lisa's rights in the Patents to EDUCCOMM.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Assignment as of the Effective Date.

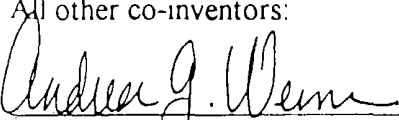
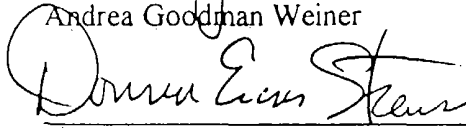
Assignor:

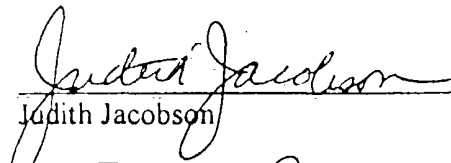
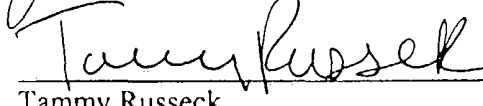
 (SEAL)
Lisa Pretectrum

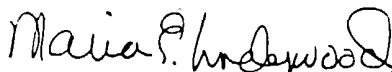
Assignee:
EDUCCOMM, LLC

By:  (SEAL)
Andrea Goodman Weiner, Managing Director

All other co-inventors:

 (SEAL)
Andrea Goodman Weiner
 (SEAL)
Donna Evans Strauss

 (SEAL)
Judith Jacobson
 (SEAL)
Tammy Russeck


MARIA E. UNDERWOOD
Notary Public, State of New York
No. 01CE5081389
Qualified in Westchester County
Commission Expires June 10, 2006
Notarizing for
Lisa Pretectrum